

Version Control

Service Provider	Es'hailSat – Qatar Satellite Company
License	Public Satellite Telecommunications Networks and Services
Document	General Terms and Conditions for Telecommunication Services
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Annex A

Terms and Conditions for the Provision of Telecommunications Services (Satellite Services)

These Terms and Conditions for the Provision of Telecommunications Services (hereinafter referred to as the "Terms and Conditions") set forth the basic terms and conditions applicable to all telecommunications services provided by Es'hailSat to its Customer/s pursuant to the MSA as executed by the Parties. More specific terms and conditions applicable to the Service are set forth in the relevant Service Order, other Annexes to the MSA, and the relevant Service Tariff executed by the Customer and Es'hailSat.

1. ENTRY INTO FORCE – TERM

- 1.1 This MSA shall enter into force on (Date) and shall remain in full force and effect for an initial term of (Period) (hereinafter referred to as the "Term").
- 1.2 Service Orders shall commence and continue for the Service Order Duration specified therein. Service Orders shall survive the end of Term or early termination of the MSA. For the avoidance of doubt, upon the end of Term or termination of this MSA, the terms and conditions of this MSA shall continue to apply to any Service Order concluded by Parties prior to the end of Term, until the respective end of Term or termination of said Service Order(s).

2. CONDITIONS FOR THE PROVISION OF THE SERVICE BY Es'hailSat

- 2.1 Subject to all the terms and conditions set forth herein, Es'hailSat shall provide the Customer with the Service in accordance with a Service Order.
- 2.2 The Service Order shall set forth the status of the Service, i.e. Non-pre-emptible or Pre-emptible.
- 2.3 In the event that the Service is defined as Pre-emptible, the Customer undertakes to relinquish the Service within a maximum of seventy-two (72) hours after receipt of a pre-emption notification from Es'hailSat. The Customer shall implement all requisite internal procedures and provide all adequate means to ensure that the pre-empted Service is completely relinquished within the above seventy-two (72) hour period. Pre-emption will become definitive seventy-two (72) hours after the Customer's receipt of notice from Es'hailSat, unless otherwise specified in writing to the Customer. Definitive pre-emption shall result in the termination of the Service Order.
- 2.4 The Service, operation of the Es'hailSat Space Segment and Es'hailSat Ground Facilities is subject to all applicable national and international laws, conventions, regulations, licenses and authorizations.
- 2.5 Transfer of Capacity

Es'hailSat reserves the right within the ordinary course of business to transfer the Capacity to other satellites, the Satellite at another orbital location, or other transponder(s) on the Satellite, provided that the new capacity will continue to provide coverage and power sufficient to support pre-existing services using the Capacity. Es'hailSat shall provide the Customer with no less than thirty (30) days prior notice of such a planned transfer. In such an event, the transferred capacity shall be deemed to have replaced the Capacity for all purposes under the relevant Service Order(s), and all the terms and conditions hereof, including, inter alia, the Service Charges, shall remain in full force and effect until the end of Term.

Es'hailSat reserves the right to change the transmit and/or receive frequency of the Capacity. Any such modification shall be notified to the Customer with fifteen (15) days prior notice. Es'hailSat shall in no circumstances be held liable for any damage directly or indirectly resulting from such change of frequency with respect to the proper reception of the signals such as, without limitation, interruption in the reception on household decoder-receivers of signals transmitted via the Service which may result therefrom.

3. CONDITIONS FOR USE OF THE SERVICE BY THE CUSTOMER

- 3.1 For the purpose of each Service Order, the Customer agrees to purchase the Service from Es'hailSat and commits, throughout the Service Order Duration, to strictly comply with the following conditions:
- a) pay the Service Charges in accordance with Article 6 and the relevant Service Order(s).
 - b) procure and maintain all licenses, approvals, authorizations and declarations required by applicable laws and regulations, in order to receive and use the Service. The Customer shall in all circumstances comply with the said laws, regulations, licenses and authorizations, in any jurisdiction in which the Customer uses the Service and in which the Service can be received. For the avoidance of doubt, coverage of a country or territory by the Satellite does not imply that the Service is permissible or authorized to or from the Earth Stations located in that particular country or territory.
 - c) secure all licenses and permissions, including but not limited to those required to uplink or downlink a signal from the Es'hailSat Space Segment and Ground Facilities in any jurisdiction in which Service is being utilized by Customer, as required by applicable law. Es'hailSat is not responsible for securing, and makes no representation regarding, any such licenses or permissions relating to uplink or downlink of a signal from Es'hailSat Space Segment and Ground Facilities in any jurisdiction whatsoever.
 - d) when applicable, install, license, operate and maintain Earth Stations and/or terrestrial facilities necessary to communicate to and from the Satellite. As a prerequisite for access to the Satellite and Service, each Earth Station must be approved in writing by Es'hailSat and must be in conformity with the technical requirements of the relevant Es'hailSat Earth Station Standard and the Es'hailSat Systems Operations.
 - e) comply with all applicable legal, regulatory and licensing requirements imposed by all competent international and national Governmental Bodies including, if applicable, obtaining the required license and approval of CRA.
 - f) comply with all technical specifications and Operational Requirements of Es'hailSat as set out in the Service Order(s) and this MSA or as may be required by Es'hailSat during the performance of the MSA. The Customer acknowledges and agrees that access to the Service is expressly subject to the approval of a transmission plan by Es'hailSat.
 - g) comply with the Service Type, as defined in the Service Order.
 - h) maintain a telephone number and email address where the Customer-designated personnel may be reached by Es'hailSat on a 24/7 basis.
- 3.2 The Customer expressly undertakes to promptly provide Es'hailSat upon request with copies of all authorizations, licenses, conventions, declarations, certifications, copyright clearances, and any other documentation related to the Customer's compliance with the aforesaid conditions.
- 3.3 The Customer shall ensure that the specifications and requirements set out in the MSA are fully complied with by any of its subcontractor(s) and users of the Service. In any case, the Customer shall

remain liable for all acts and omissions of any of its subcontractors or users of the Service.

- 3.4 Notwithstanding the terms of Article 8.1, in the event that the Customer fails to meet any of the conditions set out in this Article 3, Es'hailSat shall be entitled to terminate or suspend the MSA by email and/or by fax with effect upon receipt, with no indemnity being required and without prejudice to Es'hailSat's right to obtain redress.

4. SECURITY - FINANCIAL GUARANTEE

- 4.1 In order to ensure that the Customer meets its financial obligations under the MSA and a Service Order, Es'hailSat shall be entitled to require the provision by the Customer of a security cash deposit, first demand bank guarantee, irrevocable standby or documentary letter of credit, escrow account, or any other appropriate security. The amount and nature of said financial guarantee or security, as well as the period of validity thereof, shall be determined by Es'hailSat. The provision by the Customer of the aforesaid financial guarantee or security and all related documentation shall be deemed to be a condition precedent for the performance of the related Service Order by Es'hailSat.
- 4.2 Upon any default by the Customer or termination of the MSA, Es'hailSat shall have the right to exercise the financial guarantee or security provided by the Customer to the extent that is necessary to remedy such default or settle due Service Charges or any other sums due from the Customer to Es'hailSat hereunder. The Customer shall, upon demand by Es'hailSat, restore any portion of the financial guarantee or security which may be applied by Es'hailSat to remedy any default by the Customer.
- 4.3 The financial guarantee or security shall be released or returned by Es'hailSat to the Customer within a reasonable period of time after the end of Term of the final Service Order to terminate or end.
- 4.4 The retention of the Customer's funds shall not preclude Es'hailSat from making additional claims for compensation or from recovering other damages that may be available under the MSA or at law.

5. SERVICE CHARGES AND PAYMENT TERMS

- 5.1 The Customer shall pay the Service Charges to Es'hailSat as specified in the Service Order. Unless otherwise specified in the Service Order, invoices for Service Charges shall be issued by Es'hailSat on a monthly basis in advance.
- 5.2 The Service Charges, as specified in the Service Order, are exclusive of present or future Tax or other comparable taxes. If, pursuant to applicable laws and regulations, VAT were due by Es'hailSat in respect of the Service Charges invoiced to the Customer, such VAT (or assimilated taxes) shall be charged by Es'hailSat to the Customer in addition to the amount of the Service Charges as specified in the Service Order.
- 5.3 Invoices to be issued by Es'hailSat shall be sent by fax, email, regular, or overnight express mail to the Customer's address specified in the Service Order.
- 5.4 Service Charges shall be paid in full by the Customer, without offset, withholding, counterclaim, or deduction of any kind, in the currency specified in the Service Order and by wire transfer (all related costs being assumed by the Customer) to the account designated in the relevant invoice (referred to as the "Designated Account").
- 5.5 Payment is due no later than thirty (30) days after the date of issuance of the relevant invoice (referred to as the "Payment Due Date"), unless otherwise specified in the Service Order.
- 5.6 Payments are deemed to have been made on the day when the relevant sum is credited to the Designated Account.
- 5.7 Any payment due from the Customer that is not received on the Payment Due Date shall bear interest

per one (1) day of delay. Unless otherwise stipulated in the Service Order, late payment interest shall be applied as of the said date at 1% per Month or the highest rate permitted by law in Qatar on any amount not received by Es'hailSat on the Payment Due Date until Es'hailSat receives full payment.

- 5.8 All payments made shall be made free and clear of, and without deduction or withholding for, or on account of, any and all present or future Tax, value-added tax, sales tax, goods and service tax, or similar taxes duties assessments, levies and other governmental charges of any nature whatsoever now or hereafter imposed, levied, collected, withheld, or assessed by or on behalf of any Governmental Body, unless such withholding or deduction is required by law (referred to as the "Deducted Taxes"). If by operation of law or otherwise, Deducted Taxes are required to be deducted or withheld from any amount payable under the MSA to Es'hailSat, the Customer agrees to pay such additional amounts to Es'hailSat as may be necessary to ensure that the net amount actually received by Es'hailSat, after deduction of any Deducted Taxes imposed with respect to such payment, shall be equal to the amount that Es'hailSat would have received if Deducted Taxes had not been deducted or withheld from such payment.
- 5.9 All payments to be made by the Customer to Es'hailSat under this MSA, should be credited to Es'hailSat's bank account as defined in the Service Order, unless Es'hailSat notifies the Customer with an alternative payment method.

6. SERVICE INTERRUPTIONS - INDEMNIFICATION - LIABILITY

- 6.1 Es'hailSat is bound by a standard duty of care. Accordingly, save as expressly set out herein, Es'hailSat shall not be liable for any damage or loss sustained by the Customer as a result of Es'hailSat's inability, despite its reasonable efforts, to provide the Service.
- 6.2 The Capacity will be optimized for performance availability in accordance with the service specifications set forth in Appendix (x) attached to the relevant Service Order(s).
- 6.3 The calculation of the Annual Availability Rate does not take into account interruptions or deterioration of the supply of the Capacity and/or the Ground Service resulting, directly or indirectly, from Force Majeure, meteorological disturbances, from atmospheric (e.g. rain fade) or extra-atmospheric conditions (e.g. solar storms or flares, and/or solar outages occurring around the equinoxes), or preventive maintenance operations carried out after prior notice to the Customer.
- 6.4 If, during the relevant Service Order Duration and subject to the provisions set out below, the Service is unavailable for fifteen (15) or more consecutive minutes, the Service shall be deemed to have suffered an interruption (hereinafter referred to as the "Service Interruption"). A Service Interruption shall commence when the Service fails to meet its specifications as provided in the technical annexes, as demonstrated by documentary evidence and confirmed by Es'hailSat. A Service Interruption shall end when Es'hailSat notifies the Customer or the Customer has actual knowledge that the Service has been restored to its specifications as provided in the technical annexes of the relevant Service Order(s), it being specified that the databases and records of Es'hailSat shall prevail in such an event. In case of any Service Interruption, the Customer shall immediately notify Es'hailSat, which will make its best efforts to identify the cause thereof.
- 6.5 A Service Interruption shall give rise to a credit for interruption (hereinafter referred to as the "Interruption Credit") provided that:
- a Service Interruption must be caused by unavailability or under-performance of the Service, in relation to the specifications set out in the technical annexes of the relevant Service Order(s); and
 - a Service Interruption shall not be taken into account for periods during which technical and operational measurements are being performed, as set out in the technical annexes of the relevant

Service Order(s).

- 6.6 Subject to the above conditions, Es'hailSat shall grant to the Customer an Interruption Credit equal to the pro rata amount of Service Charges due under the relevant Service Order(s) for the duration of the Service Interruption. Any Interruption Credit granted to the Customer shall be offset by Es'hailSat against the next invoice under the relevant Service Order(s). The crediting of Interruption Credits shall be the Customer's sole and exclusive remedy for any Service Interruptions.
- 6.7 The terms of the Es'hailSat Service Interruption Credit Policy shall govern this MSA. Should there be any discrepancy between this Article 6 and Es'hailSat's Service Interruption Credit Policy, the policy shall prevail.
- 6.8 Exclusions and limitation of Liability
- Es'hailSat shall not be liable for any Service Interruption or other unavailability or under-performance of the Service resulting, directly or indirectly, from:
- a) failure, breakdown, loss or destruction of the Satellite for reasons not attributable to Es'hailSat or if the cause or origin thereof is unknown;
 - b) failure, breakdown, malfunctioning, loss or destruction of the equipment and/or the software used for monitoring, maintaining or controlling the Satellite, if said failure, breakdown, malfunctioning, loss or destruction is not attributable to Es'hailSat or if the cause or origin thereof is unknown;
 - c) failure, breakdown, malfunctioning, loss or destruction of the equipment and/or the software used to provide the Ground Service, if said failure, breakdown, malfunctioning, loss or destruction is not attributable to Es'hailSat or if the cause or origin thereof is unknown;
 - d) atmospheric (e.g. rain fade) or extra-atmospheric conditions (e.g. solar storms or flares, and/or solar outages occurring around the equinoxes);
 - e) jamming, modification or modulation of the transmit frequencies of the Satellite, if said jamming, modification or modulation is not attributable to Es'hailSat or if the cause or origin thereof is unknown;
 - f) any act or omission of the Customer.
- 6.9 Es'hailSat shall not be liable for, and the Customer shall hold Es'hailSat harmless from any damages suffered by any third party (including inter alia any user of the Service) and arising from Es'hailSat's performance hereunder.
- 6.10 Neither Party excludes or limits its liability for death or personal injury caused by its negligence, for fraud or fraudulent misrepresentation or for any other liability that cannot be excluded or limited by applicable law.
- 6.11 Subject to Article 6.10, Es'hailSat's maximum aggregate liability for all claims relating to the Service provided pursuant to this MSA and/or arising from or in relation to this MSA, whether for breach of contract, breach of warranty or in tort, including negligence, or otherwise will be limited to \$180,000 (One Hundred and Eighty Thousand US dollars).
- 6.12 Es'hailSat will maintain a Capacity Management Centre (CMC) capable of monitoring the Received Signal Power of the Service on a continual basis in order to produce a computerized record of the RF characteristics of the Service.
- 6.13 If a problem is detected, the CMC Operators will initiate and co-ordinate corrective measures.

7. SATELLITE ANOMALY

- 7.1 In the event that Es'hailSat is compelled to replace the Capacity due to an operational anomaly, or in the event that such operational anomaly is, in Es'hailSat's reasonable opinion, likely to occur, Es'hailSat shall use reasonable endeavors to provide the Customer with alternative capacity in accordance with the conditions set forth below (hereinafter referred to as the "Replacement Capacity").
- 7.2 Es'hailSat shall notify the Customer, either by email or official written correspondence, as soon as reasonably practicable, of the technical and operational characteristics of the Replacement Capacity (the "Notification"). The Replacement Capacity shall be either on other transponder(s) on the Satellite, on the Satellite at another orbital location, or on other satellite then in orbit.
- 7.3 If Es'hailSat succeeds in replacing the Capacity with Replacement Capacity following Notification, such Replacement Capacity shall be deemed to have replaced the Capacity or the affected part thereof for all purposes under the Service Order, and all its terms and conditions hereof, including, inter alia, the Service Charges, shall remain in full force and effect until the end of Term of said Service Order.
- 7.4 The Customer may reject the Notification, in writing, within three (3) Days of receipt on the grounds that the characteristics of the Replacement Capacity deviate materially from the initial Capacity characteristics (as specified in the Service Order), failing which the Customer shall be deemed to have accepted the Replacement Capacity.

8. OBLIGATIONS AND LIABILITIES OF THE CUSTOMER

- 8.1 Customer shall: (a) use the Service in compliance with the Operational Requirements set forth in the relevant Service Order; (b) configure the Earth Station, equip and operate Customer-Provided Facilities so that the interface with Es'hailSat Space Segment and Ground Facilities conforms to the characteristics and technical parameters of Es'hailSat Space Segment and Ground Facilities; (c) follow Es'hailSat directions for initiating or terminating any transmission to Es'hailSat Space Segment and Ground Facilities; (d) operate Customer-Provided Facilities in a manner that allows for cessation of transmission immediately upon notice from Es'hailSat; (e) supply such information regarding the technical parameters of its transmissions as may be required by Es'hailSat; (f) provide, on request from Es'hailSat, evidence that Customer-Provided Facilities meet Operational Requirements; (g) follow established practices and procedures for frequency coordination; (h) not use the Service, or any portion thereof, in any manner that is likely to cause harm to or interference with any of Es'hailSat Space Segment and Ground Facilities or related infrastructure of Es'hailSat or a third party; (i) ensure that the installation, operation, and maintenance of Customer-Provided Facilities are in compliance with Service Order(s) as approved by Es'hailSat.
- 8.2 The Customer shall be liable to Es'hailSat, and shall indemnify and hold harmless Es'hailSat, from any loss, damage and expenses suffered by Es'hailSat in connection with the Satellite or any equipment, material, or other element which is part of the Es'hailSat Space Segment and the Es'hailSat Ground Facilities and/or arising out of the non-compliance by the Customer with any of the provisions of the relevant Service Order(s) (including, without limitation, damages resulting from any act or omission of the Customer or use of the Service by the Customer, or from the operation of Earth Stations owned, controlled by, or registered under the name of the Customer or its customer(s)).
- 8.3 The Customer shall be liable to Es'hailSat, and shall indemnify and hold harmless Es'hailSat, from any loss, damage and expenses suffered by Es'hailSat as a result of claims, actions, allegations or proceedings brought by any third party against Es'hailSat or any Affiliate of Es'hailSat, for acts or omissions of the Customer or its customer(s) resulting in the degradation, interruption or corruption of any services, content or data transmitted via the Es'hailSat Space Segment, the Es'hailSat Ground Facilities or any telecommunications network.

- 8.4 The Customer shall stop any transmission via the Service within one (1) hour of request of Es'hailSat in the event that such transmission by the Customer or by any third party accessing Es'hailSat network via the Customer, (i) causes harmful interference to, or otherwise negatively impacts the operation and/or provision of services within the Es'hailSat network, or (ii) causes damage to or degradation of the network's integrity or security. In the event that the Customer does not comply with the foregoing, Es'hailSat reserves the right to suspend the Customer's access to the Service under the relevant Service Order(s). The Customer hereby holds Es'hailSat harmless from any and all liability arising therefrom. During any of said interruptions, the Customer shall be liable for the payment of all Service Charges hereunder, it being specified that these interruptions shall be deemed attributable to the Customer.
- 8.5 Es'hailSat shall not be liable for the information and/or content transmitted via the Service by the Customer or users of the Service. The Customer shall be liable to Es'hailSat, and shall indemnify and hold harmless Es'hailSat, from any loss, damage and expenses suffered by Es'hailSat as a result of claims, actions, allegations or proceedings brought by any third party including inter alia by any competent national or international authority, any customer of the Customer, based on the information and/or content transmitted via the Service.
- 8.6 The Customer undertakes not to send, knowingly receive, upload, download, transmit or broadcast, or cause to be transmitted or broadcast, via the Service, content which would be deemed to be a violation of Qatar or international public order or the laws of the countries or territories to which such content is accessible, including but not limited to, data, programs or content that:
- a) endangers public policy, public health, public security or the protection of consumers;
 - b) is offensive, abusive, defamatory, obscene, menacing or illegal;
 - c) offends or insults religious and ethical values;
 - d) violates the human dignity of individual persons;
 - e) includes incitement to hatred or violence based on origin, sex, religion or nationality;
 - f) violates any copyright or other Intellectual Property rights of any person;
 - g) contains scenes of a pornographic nature, gambling or depicting gratuitous violence;
 - h) in a way that poses an immediate and substantial risk to human safety or Es'hailSat's Space Segment or Ground Facilities, Qatar national security or public order, or otherwise violates applicable law or regulation.
- 8.7 The Customer shall be liable to Es'hailSat, and shall indemnify and hold harmless Es'hailSat from any loss, damage and expenses suffered as a result of claims, actions, allegations or proceedings under this Article 8 or based on an infringement or alleged infringement of the Intellectual Property rights of any third party.
- 8.8 The Customer shall be liable to Es'hailSat, and shall indemnify and hold harmless Es'hailSat from any loss, damage and expenses suffered as a result of claims, actions, allegations or proceedings based on any failure by Customer to comply with any law or regulation applicable in respect of the Service or to obtain or maintain any Governmental Authorizations, licenses or permits that are required for use of the Service and arising in connection with the MSA and/or the relevant Service Order(s) or the performance thereof.
- 8.9 The Customer shall be liable and shall indemnify and hold harmless Es'hailSat from any act or omission of Customer resulting in loss of, or damage or degradation to any of the Es'hailSat Space Segment, Ground Facilities or to a third-party communications network.
- 8.10 Es'hailSat shall be entitled to discontinue or require the Customer to discontinue, within one (1) Day of

Es'hailSat's request, any transmission, programming or broadcasting via the Service(s) provided under a Service Order or to terminate the said Service Order by email and/or by fax with effect upon receipt:

- a) if said transmission, programming or broadcasting violates international public order, national public order or the laws of the countries or territories in respect of which said transmission, programming or broadcasting is accessible or transmitted, or is considered unlawful in any way whatsoever from any competent public authority (including notably any judge or regulatory authority such as the CRA); and/or
- b) if any relevant broadcasting license, authorization, convention or declaration in respect of any transmission or programming is revoked, provisionally suspended, or no longer in effect; and/or;
- c) if the activity of the Customer and/or its customer(s) is deemed to be illegal; and/or
- d) if the Customer and/or any of its customers become subject to, or is directly or indirectly controlled by any entity which becomes subject to, restrictive measures under any applicable national or international regulation and/or sanction; and/or
- e) if, as a direct or indirect result of said transmission, programming or broadcasting, Es'hailSat becomes subject to, or would, in Es'hailSat's reasonable judgement, become subject to, any civil, administrative or criminal action, that may result in sanctions, fines, damages or other liability and/or the revocation or withdrawal of any authorizations, permits or licenses granted to Es'hailSat in connection with the provision of the Service(s).

During any of the said interruption of Service(s), no indemnity whatsoever shall be due by Es'hailSat and the Customer shall be liable for the payment of all Service Charges hereunder. The Customer hereby holds Es'hailSat harmless from any and all liability arising therefrom, it being specified that these interruptions shall be deemed attributable to the Customer.

9. TERMINATION

- 9.1 In the event of a material breach by either Party, the non-breaching Party shall be entitled to terminate the MSA and/or the relevant Service Order(s) on ninety (90) days' notice delivered to the defaulting Party, if the defaulting Party fails to remedy the said material breach within the aforesaid notice period.
- 9.2 Except as provided in Article 9.1, the Customer acknowledges and agrees that it will not terminate a Service Order before the end of any applicable Minimum Service Period as provided in the Service Order. If the Customer terminates a Service Order before the end of the Minimum Service Period, it must provide ninety (90) days advance written notice to Es'hailSat and pay Es'hailSat a termination fee equal to the total Service Charges for the remainder of the Minimum Service Period as provided in the applicable Service Order(s). If the Customer terminates a Service Order after the end of any applicable Minimum Service Period, it must provide ninety (90) days advance written notice to Es'hailSat as provided in the applicable Service Order(s).
- 9.3 In the event the Customer terminates pursuant to Article 9.2, in addition to its other contractual remedies or remedies at law or equity, Es'hailSat will be entitled to the termination fee. Es'hailSat may apply the Security - Financial Guarantee, if any, against a termination fee. Parties hereby acknowledge such termination fee to be a genuine pre-estimate of Es'hailSat's loss resulting from such termination.
- 9.4 Es'hailSat may terminate this MSA or any Service Order immediately upon notice to Customer if: (a) Customer does not pay the Service Charges in accordance with Article 5 and the relevant Service Order(s) and such Service Charges remain unpaid for more than fifteen (15) days after Es'hailSat notifies Customer of such non-payment; (b) Customer violates any provision of (I) this MSA, specifically including the obligation contained in Article 8.6 regarding unlawful transmissions or broadcasts, or (II) the Service Order, and does not cease such violation immediately upon notification from Es'hailSat; (c)

Customer otherwise breaches this MSA or the Service Order(s) and does not cure such breach within seven (7) days after Es'hailSat gives notice of such breach; (d) Customer files a petition in bankruptcy or is adjudicated bankrupt or insolvent, or files or has filed against it any petition or answer seeking any reorganization, composition, liquidation or similar relief for itself under any applicable statute, law or regulation, or makes any general assignment for the benefit of its creditors, or admits in writing its inability to pay its debts generally as they become due; (e) there is a change in the ownership or control, including nationalization, of Customer that is likely to have a material adverse effect on Es'hailSat's interests or (f) fails to provide any financial guarantee required by Es'hailSat pursuant to Article 4.

9.5 In the event that Es'hailSat terminates a Service Order or the MSA pursuant to Article 9.4, the Customer will liable to pay a termination fee equal to the Service Charges that would otherwise have been due for the remainder of the Service Order Duration. For certainty, in the event of a material breach by the Customer that has not been remedied in accordance with the terms hereof, the Customer hereby expressly acknowledges and agrees that Es'hailSat shall be entitled, at its absolute discretion, to implement any technical and/or operational measure to limit or discontinue the Service, including inter alia, reduction and/or suspension of the Service on one or several transponders (as applicable), or any other similar measure.

9.6 Upon the end of Term or early termination of the MSA or the relevant Service Order(s), the Customer shall cease, and cause its customer(s) to cease, all transmissions and use of the Service and any Service Order will be deemed terminated. Es'hailSat shall be entitled, inter alia, to discontinue the provision of the Service by all technical and operational means, upon the end of Term or early termination of the MSA.

10. SUSPENSION

10.1 Es'hailSat may suspend the Service in any circumstance in which Es'hailSat would have the right to terminate the MSA or/and Service Order under Article 9, provided that any notice required for such termination is also given for such suspension. Suspension of Service will not be construed as a waiver of Es'hailSat's right to terminate this MSA or the relevant Service Order(s).

10.2 Without prejudice to any right of termination contained herein, Es'hailSat may at any time during the Term suspend the Service or portion of the Service:

- a) if Es'hailSat is instructed to do so by a Governmental Body. At the reasonable request of Customer Es'hailSat shall, to the extent permitted by law and the relevant Governmental Body, provide the Customer with evidence of such instruction by the Governmental Body;
- b) if Es'hailSat has reason to believe that the Customer is abusing the Service or using it fraudulently or unlawfully or is failing to provide complete and accurate information;
- c) if Es'hailSat has reason to believe that the Satellite or its use or operation may adversely affect the Es'hailSat network or Es'hailSat's ability to provide any of its services; or
- d) if the customer fails to pay Service Charges in accordance with Article 5 and the relevant Service Orders and such Service Charges remain unpaid for more than fifteen (15) days after Es'hailSat notifies Customer of such non-payment.

11. FORCE MAJEURE

11.1 The Affected Party shall not be liable for any failure to perform its obligations under the MSA and/or the affected Service Order(s) if it is prevented or delayed in performing those obligations by an event of Force Majeure.

11.2 If the Affected Party is prevented or delayed in the performance of any of its obligations under the MSA due to an event of Force Majeure, it shall immediately provide written notice thereof to the

other Party, specifying in reasonable detail the nature, extent and effect of the Force Majeure, and shall also notify the other Party in writing of the cessation of the event of the Force Majeure.

- 11.3 Upon removal or cessation of the event of Force Majeure, all obligations under the MSA and/or the affected Service Order shall resume.
- 11.4 However, in the event that Force Majeure event exceeds thirty (30) consecutive days, then following such thirty (30) day period, the Parties shall meet and negotiate, inter alia, the conditions for the termination or amendment of the impacted Service Order.